DCS

Professional Services: Additional Contract Terms

Version 2.2

1. General

These Additional Contract Terms shall apply to and be incorporated into any Agreement between DCS and a Customer for the provision of Professional Services, in addition to the relevant Order Form (pursuant to which these Services were ordered), any Statement of Work annexed thereto, and DCS's General Terms. The order of priority between such documents in the event of conflict is described in clause 1 of the General Terms.

2. Interpretation

2.1 Save only where expressly stated otherwise in this clause 2, the terms defined in the General Terms shall apply in these Additional Contract Terms. The following definitions shall also apply in these Additional Contract Terms:

Order Completion Form	A form where the Customer agrees that a Schedule of Work or a part of it is complete to the Customers Satisfaction.
Order Form	*means the Order Form that has been signed by DCS and the Customer;*
Statement of Work	*a detailed statement of the Services to be provided by DCS to the Customer, which (if applicable) is annexed to the relevant Order Form*
Services	*means the professional consulting services referred to in these Additional Contract Terms, as are more particularly described in the relevant Order Form and any applicable Statement of Work relating thereto.*

3. Services

3.1 DCS warrants that it shall perform the Services using reasonable skill and care. The Services shall be performed at the places, and at the times, set out in the relevant Order Form or Statement of Work, or as otherwise agreed between the parties.

3.2 Any Statement of Work annexed to a duly executed Order Form shall be deemed to form a binding, essential element of that Order Form. The parties may, by agreement in writing, agree to amend or replace any previously agreed Statement of Work at any time.

3.3 DCS shall use all reasonable endeavours to complete the Professional Services within the estimated time frames set out in the Statement of Work (if any) but time shall not be of the essence in the performance of any of these Services.

4. Customer's obligations

4.1 To enable DCS to perform its obligations under any Agreement the Customer shall:

4.1.1 cooperate to the fullest extent with DCS and procure cooperation with DCS by any employee or contractor of the Customer and/or any other supplier of the Customer in each case as requested by DCS;

4.1.2 provide DCS with any information, code, software, data, and access to personnel, systems, data, files and materials reasonably required by DCS;

4.1.3 obtain all necessary permissions and consents which may be required (including but not limited to any and all consents required from DCS of any computer software used by it and/or the permission or consent of any person, firm or company engaged by the Customer to perform maintenance of any software, hardware or combination of the same for DCS to perform the Consultancy Services) before the commencement of the Consultancy Services; and

4.1.4 comply with such other requirements as may be set out in the Statement of Work or otherwise agreed between the parties.

4.2 The Customer hereby covenants, warrants and represents that:

4.2.1 the computer hardware and software used by it (of whatever nature whether proprietary, licensed to it or developed by it and including any hardware and/or software connecting elements of the same between themselves or any element of the same with the outside world (the "**Customer System**")) is:

4.2.1.1 run and administered in accordance with generally accepted standards of professional competence and in such a way as to enable it to fulfil its intended functionality; and

4.2.1.2 fully licensed and authorised for use by the Customer in all respects (including but not limited to there being adequate licence in place for the use of any and all software used howsoever by the Customer); and

4.2.1.3 operated in accordance with any and all legal obligations incumbent upon the Customer (including but not limited to the Data Protection Act 1998); and

4.2.1.4 not used for any illegal, immoral or improper purpose or in such a way as to give rise to any claim or liability (civil, criminal or otherwise and of any nature) against the Customer and/or any member of the Customer's staff and/or any contractor of the Customer;

4.2.2 the Performances of the Consultancy Services by DCS will not place the Customer in breach of any agreement or duty of whatever nature in relation to the Customer System or otherwise (including but not limited to any warranty or maintenance agreement) and will not give rise to any liability of DCS to any third party of any nature and howsoever arising.

4.3 The Customer shall be liable to indemnify and keep indemnified DCS for any loss, costs, damage, expenses or prejudice, direct or indirect and of any nature, incurred by DCS in any way out of or as a result of any element of misrepresentation in or the Customer's failure to comply with Clause 4.1 and/or 4.2.

4.4 The Customer shall have no right or entitlement to cancel any element of the Consultancy Services. Without prejudice to any other rights to which DCS may be entitled, in the event that the Customer unlawfully purports to terminate or cancel the Consultancy Services or any element of them, the Customer shall be required in all cases to pay to DCS as agreed liquidated damages and not as a penalty the full amount of any and all third party costs to which DCS has committed and further in respect of any cancellation where the same does not take place following not less than 5 (five) working days' written notice the Customer shall in addition pay by way of further liquidated damages the full amount of the Fees contracted for as set out in the Quote and/or the Statement of Work relating to the Agreement in question, and the Customer agrees this is a genuine pre-estimate of DCS's losses in such a case. For the avoidance of doubt, the Customer's failure to comply with any obligations under clause 4.1 shall be deemed to be a cancellation of the services and subject to the payment of the damages set out in this clause.

4.5 In the event that the Customer or any third party, not being a sub-contractor of DCS, shall omit or commit anything which prevents or delays DCS from undertaking or complying with any of its obligations under this Agreement, then without prejudice to any right of DCS to terminate this Agreement and/or to claim for damages DCS shall notify the Customer as soon as possible and:

4.5.1 DCS shall have no liability in respect of any delay to the completion of any project;

4.5.2 the customer will make available all resources (both physical or not) as deemed necessary for DCS or its subcontractors to complete works in line with the scheduled timetable;

4.5.3 if applicable, the timetable for the project will be modified accordingly by the extension of the next time deadline by which DCS is to supply any Consultancy Services by the period of such delay.

5. Alterations to the Order Form/Statement of Work

5.1 The parties may at any time mutually agree upon and execute an amended Order Form or Statement of Work in respect of any Agreement and upon agreement in writing may substitute the same for any preceding version and adopt it as the description of the Services in respect of that Agreement. Any alterations in the scope of Services to be provided under the relevant Agreement shall be set out therein, which shall reflect the changed Services, and Fees, and any other additional terms agreed between the parties.

5.2 The Customer may at any time request alterations to the Statement of Work/Order Form by notice in writing to DCS. On receipt of the request for alterations DCS shall, within 5 (five) working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the Fees and any other terms already agreed between the parties.

5.3 Where DCS gives written notice to the Customer agreeing that it is prepared to perform the Professional Services as altered and as referred to at clause 5.2 on terms different to those already agreed between the parties, the Customer shall, within 5 (five) working days of receipt of such notice or such other period as may be agreed between the parties, advise DCS by notice in writing whether

or not it wishes the alterations to proceed.

5.4 Where DCS gives written notice to the Customer agreeing that it is prepared to perform the Professional Services as altered and as referred to as clause 5.2 on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Statement of Work or Order Form (as appropriate) shall be amended to reflect such alterations and as so amended shall be substituted for any preceding version and adopted as the description of the Services in respect of the relevant Agreement, and thereafter DCS shall perform the Agreement upon the basis of such amended terms.

6. Acceptance of Work

6.1 When DCS completes the work identified in the Statement of Work, the customer will be expected to sign an Order Completion Form within 10 working days.

6.2 Follow the signature or after the 10 working days as detailed in 6.1, the customer will be invoiced as agreed on the Order Form.

6.3 In the absence of an Order Completion Form, the payment of the Invoice will be deemed to an acceptance that the Order and Schedules of Works are satisfactorily completed